

EXHIBIT A

**FAIRFAX CIRCUIT COURT
CIVIL CASE COVERSHEET**

2020 11572

Parties:

Plaintiffs	Defendants
1. LENDTERRA, INC.	1. FIRST TITLE, INC.
2.	2.
3.	3.

***Plaintiff proceeding without Counsel – Address and Daytime Phone Number required on Complaint**

Plaintiff Attorney:

Name: Kevin Hildebeidel	Bar ID: 35645
Firm: Cohn Goldberg Deutsch LLC	
Street: 600 Baltimore Ave. Ste 208	
City: Towson	State: MD Zip: 21204
Phone Number: 410-296-2550	Fax Number: 410-296-2558
E-mail Address: khildebeidel@cgd-law.com	

Nature of Complaint (Check only one)

*** Cases in the Civil Tracking Program**

<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Defamation *	<input type="checkbox"/> Malpractice – Medical *
<input type="checkbox"/> Affirmation of Marriage	<input type="checkbox"/> Delinquent Taxes *	<input type="checkbox"/> Mechanics/Vendors Lien *
<input type="checkbox"/> Aid & Guidance	<input type="checkbox"/> Eminent Domain	<input type="checkbox"/> Partition *
<input type="checkbox"/> Appeal Decision of Board of Zoning	<input type="checkbox"/> Encumber/Sell Real Estate	<input type="checkbox"/> Personal Injury – Assault *
<input type="checkbox"/> Appeal of Process/Judicial Appeal	<input type="checkbox"/> Erroneous Assessments	<input type="checkbox"/> Personal Injury – Auto *
<input type="checkbox"/> Appointment Church/Organization Trustees	<input type="checkbox"/> Expungement	<input type="checkbox"/> Personal Injury – Emotional *
<input type="checkbox"/> Arbitration	<input type="checkbox"/> False Arrest/Imprisonment*	<input type="checkbox"/> Personal Injury – Premises Liability*
<input type="checkbox"/> Attachment	<input type="checkbox"/> Fiduciary/Estate Complaint	<input type="checkbox"/> Property Damage*
<input type="checkbox"/> Complaint – Equity *	<input type="checkbox"/> Garnishment–Federal–180 days	<input type="checkbox"/> Products Liability*
<input type="checkbox"/> Complaint – Legal Cause of Action *	<input type="checkbox"/> Garnishment–Wage–180 days	<input type="checkbox"/> Quiet Title *
<input type="checkbox"/> Compromise Settlement	<input type="checkbox"/> Garnishment–Other – 90 days	<input type="checkbox"/> Real Estate *
<input type="checkbox"/> Condemnation*	<input type="checkbox"/> Guardian/Conservator Adult	<input type="checkbox"/> Restoration of Driving Privilege
<input type="checkbox"/> Confession of Judgment	<input type="checkbox"/> Guardianship/Minor	<input type="checkbox"/> Vital Record Correction
<input type="checkbox"/> Construction *	<input type="checkbox"/> Injunction	<input type="checkbox"/> Writ Habeas Corpus
<input type="checkbox"/> Contract *	<input type="checkbox"/> Interpleader	<input type="checkbox"/> Writ Mandamus
<input type="checkbox"/> Conversion*	<input type="checkbox"/> Insurance *	<input type="checkbox"/> Wrongful Death*
<input type="checkbox"/> Court Satisfaction of Judgment	<input type="checkbox"/> Judicial Review	<input type="checkbox"/> Wrongful Discharge *
<input type="checkbox"/> Declare Death	<input type="checkbox"/> Malicious Prosecution *	<input checked="" type="checkbox"/> OTHER: DETINUE
<input type="checkbox"/> Declaratory Judgment *	<input type="checkbox"/> Malpractice – Legal *	

Damages in the amount of \$ 2,000,000.00 are claimed.

Requested Service: Sheriff ☐ Private Process Server ☒ DMV ☐ Secretary of Commonwealth ☐
 State Corporation Commission ☐ Publication ☐ No Service at this time ☐

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

LENDTERRA, INC.,)

Plaintiff,)

v.)

Case No. **2020 11572**

FIRST TITLE, INC.,)

Serve: Sandy Bacon, Reg. Agent)

10109 Mindy Ct.)

Fredericksburg, VA 22408)

Defendant.)

VERIFIED COMPLAINT

COMES NOW, your Plaintiff LendTerra, Inc. by undersigned counsel, and files this Verified Complaint alleging the unlawful detainer of personal property and seeking specific performance by Defendants, and in support thereof, states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff LendTerra, Inc. is an Arizona corporation engaged in business lending.
2. Defendant First Title Inc. holds itself out as an escrow, title and settlement company and is a Virginia licensed title producer and title settlement agency with a principal place of business located at 10109 Mindy Ct, Fredericksburg, VA 22408.
3. Sandy Bacon is the Vice-President and registered agent for First Title Inc., also at 10109 Mindy Ct, Fredericksburg, Virginia 22408, and purported to act on behalf of First Title herein.
4. Navy Federal Credit Union ("Navy Federal") is a Federal credit union with a principal place of business located at 820 Follin Lane, SE, Vienna, Virginia 22180 which is within Fairfax County. Navy Federal is holding certain personal property in the amount of two million

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CIVIL INTAKE
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CLERK OF CIRCUIT COURT
FAIRFAX, VA

dollars (\$2,000,000.00) which is the subject of this proceeding because First Title Inc. and Sandy Bacon directed the funds be sent there as more fully set forth below.

5. This Court has jurisdiction over all parties hereto and the subject matter raised herein.

6. Venue is proper before this Court.

FACTS COMMON TO ALL COUNTS

7. On June 15, 2020 Brian Davis and First Title Inc. entered into an Escrow Agreement (“the Agreement”) attached as Exhibit 1.

8. Under the terms of the Agreement and the Rider, Plaintiff was to deposit certain funds into escrow with First Title, Inc. to be held by First Title Inc. as Escrow Agent (“the Escrow Agent”) for a specified term not exceeding thirty (30) days from the date of the Agreement.

9. The Agreement specifically recited it would terminate on July 15, 2020 and time was of the essence in the transaction.

10. The terms of the Agreement called for certain legal fees and origination fees to be paid upon Lender’s compliance with its’ obligations; to-wit: providing funds for the escrow.

11. The Agreement further called for the funds to be returned in the event of default or at the conclusion of the time period.

12. The Agreement was signed by Sandy Bacon as authorized agent for First Title Inc.

13. In connection with the Agreement, Sandy Bacon furnished documents purporting to show First Title Inc. and Sandy Bacon were covered by liability, error and omissions insurance.

14. On or about June 16, 2020 two wires totaling two million dollars (\$2,000,000.00) were sent to the Escrow Agent’s account at Navy Federal Credit Union in Vienna, Virginia pursuant to the terms of the Agreement and the Escrow Agent’s directions.

15. The institution to which the funds were sent, Navy Federal, is located in Fairfax County, Virginia.

16. The wires aforesaid satisfied Plaintiff's obligations however none of the fees aforesaid were disbursed by Defendant.

17. Demand was made upon Defendant to comply with the Agreement on July 24, 2020 and thereafter, see Exhibit 2 and Exhibit 3, however no response has been received from Defendant.

18. The fees aforesaid remain unpaid.

19. The escrowed funds have not been returned despite repeated demands and in spite of the contractual obligation to return the funds upon default or the expiration of the time of the Agreement.

Count I – Detinue With Pretrial Seizure, Attachment or Injunction

20. The foregoing allegations are incorporated hereto.

21. Defendants, singly and in combination, are unlawfully withholding personal property in the amount of two million dollars (\$2,000,000.00) from Plaintiff, all of which are obligated to be returned under the clear terms of the Agreement.

22. No lawful basis has been provided by Defendants for their refusal to return funds and there is no lawful basis as the funds were specifically escrow funds.

23. Defendant's continuing and unexplained refusal to communicate with regard to the property aforesaid leads to the conclusion that they either intend to remove or are removing the specific property, are converting the property, attempting to hinder, delay or defraud Plaintiff, or may abscond or are about to abscond with the property or may conceal themselves or the property to the injury of Plaintiff all within the meaning of the Code of Virginia §8.01-534.

24. Inaction herein will result in the removal, sequestration or disposition of the property by Defendant so as to render the property unavailable or not forthcoming to answer the final judgment of the Court respecting the same.

25. Pretrial attachment, seizure or injunctive relief is necessary and appropriate to avoid irreparable harm as set forth above.

26. Virginia Code permits the property to be delivered to Plaintiff to be held *pendente lite* under Code §8.01-114 A. 3.

27. Failure to act herein may cause the irreparable loss of the property at issue and great harm to Plaintiff while creating a windfall for Defendants.

WHEREFORE, the foregoing premises considered, your Plaintiff moves this Court to:

A) Order pretrial attachment of the funds at issue and transfer of the funds to Plaintiff be held *pendente lite* on statutory or equitable grounds as appropriate; or

B) Order the Sheriff to seize the funds at issue and to hold the funds for such further disposition as may be merited by the Court; or

C) Issue emergency, temporary, pretrial and permanent injunctive relief prohibiting transfer or removal of the funds from the County under penalty of contempt of court and to impose the same upon the principals of First Title Inc. personally to assure compliance.

D) Award Plaintiff their costs and reasonable attorney's fees incurred herein.

Count II – Specific Performance

28. The foregoing allegations are incorporated hereto.

29. Defendant is in breach of the terms of the Agreement.

30. Plaintiff seeks specific performance of the terms of the Agreement relating to default and nonperformance including without limitation, the return of the funds to Plaintiff.

WHEREFORE, the foregoing premises considered, your Plaintiff moves this Court to:

E) Order Defendant to return the funds to Plaintiff.

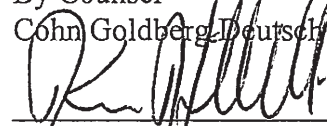
F) Award Plaintiff their costs and reasonable attorney's fees incurred herein.

Respectfully Submitted

LENDTERRA INC.

By Counsel

Cohn Goldberg Deursch LLC



Kevin Hildebeidel, Esq. VSB# 35645

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Towson, MD 21204

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(410) 296-2558 (fax)

khildebeidel@cgd-law.com

(VERIFICATION ON FOLLOWING PAGE)

VERIFICATION

The undersigned, having read and understood the allegations set forth in the Complaint and the Exhibits thereto, does hereby swear, under penalty of perjury, that the facts recited and exhibits attached are true and accurate to the best of affiant's knowledge and belief.

LENDTERRA INC.

By: _____

Title: _____

State of: ARIZONA

City/ County MARICOPA

Personally appeared before me this 5th day of August, 2020,
David Crantz as President of LendTerra, Inc., who,
being personally known to me or having produced satisfactory evidence of identity, and being
duly sworn, stated that they are authorized to make these statements on behalf of LendTerra, Inc.
and the facts recited and exhibits attached are true and accurate to the best of affiant's knowledge
and belief.

(SEAL)



Notary

My commission expires: 7/31/2023

Registration No. 567982



June 15, 2020

Brian Davis

AND

First Title Inc.

ESCROW AGREEMENT

BKD
BKD



1980 Festival Plaza Dr.
Las Vegas, Nevada 89135

ESCROW AGREEMENT |

Brian Davis

10/1/2019